

DEFENDANT: ARVINDER SINGH
CASE NUMBER: DNYN101CR000371-001

IMPRISONMENT

The defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of: 35 Months, all counts to run concurrently with each other and with credit for time already served. Therefore, the total term of imprisonment is 35 Months.

The court makes the following recommendations to the Bureau of Prisons:

The defendant is remanded to the custody of the United States Marshal.

The defendant shall surrender to the United States Marshal for this district:

at _____ a p.m. on _____.
 as notified by the United States Marshal.

The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons:

before 2 p.m. on _____.
 as notified by the United States Marshal.
 as notified by the Probation or Pretrial Services Office.

RETURN

I have executed this judgment as follows:

Defendant delivered on _____ to _____
at _____, with a certified copy of this judgment.

UNITED STATES MARSHAL

By _____
DEPUTY UNITED STATES MARSHAL

DEFENDANT: ARVINDER SINGH
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SUPERVISED RELEASE

Upon release from imprisonment, the defendant shall be on supervised release for a term of:

3 YEARS on all counts to run concurrently to each other.

The defendant must report to the probation office in the district to which the defendant is released within 72 hours of release from the custody of the Bureau of Prisons.

The defendant shall not commit another federal, state or local crime.

The defendant shall not unlawfully possess a controlled substance. The defendant shall refrain from any unlawful use of a controlled substance. The defendant shall submit to one drug test within 15 days of release from imprisonment and at least two periodic drug tests thereafter, as determined by the court.

- The above drug testing condition is suspended, based on the court's determination that the defendant poses a low risk of future substance abuse. (Check, if applicable.)
- The defendant shall not possess a firearm, destructive device, or any other dangerous weapon.
- The defendant shall cooperate in the collection of DNA as directed by the probation officer. (Deselect, if inapplicable.)
- The defendant shall register with the state sex offender registration agency in the state where the defendant resides, works, or is a student, as directed by the probation officer. (Check, if applicable.)
- The defendant shall participate in an approved program for domestic violence. (Check, if applicable.)

If this judgment imposes a fine or restitution, it is a condition of supervised release that the defendant pay in accordance with the Schedule of Payments sheet of this judgment.

The defendant must comply with the standard conditions that have been adopted by this court as well as with any additional conditions on the attached page.

STANDARD CONDITIONS OF SUPERVISION

- 1) the defendant shall not leave the judicial district without the permission of the court or probation officer;
- 2) the defendant shall report to the probation officer and shall submit a truthful and complete written report within the first five days of each month;
- 3) the defendant shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer;
- 4) the defendant shall support his or her dependents and meet other family responsibilities;
- 5) the defendant shall work regularly at a lawful occupation, unless excused by the probation officer for schooling, training, or other acceptable reasons;
- 6) the defendant shall notify the probation officer at least ten days prior to any change in residence or employment;
- 7) the defendant shall refrain from excessive use of alcohol and shall not purchase, possess, use, distribute, or administer any controlled substance or any paraphernalia related to any controlled substances, except as prescribed by a physician;
- 8) the defendant shall not frequent places where controlled substances are illegally sold, used, distributed, or administered;
- 9) the defendant shall not associate with any persons engaged in criminal activity and shall not associate with any person convicted of a felony, unless granted permission to do so by the probation officer;
- 10) the defendant shall permit a probation officer to visit him or her at any time at home or elsewhere and shall permit confiscation of any contraband observed in plain view of the probation officer;
- 11) the defendant shall notify the probation officer within seventy-two hours of being arrested or questioned by a law enforcement officer;
- 12) the defendant shall not enter into any agreement to act as an informer or a special agent of a law enforcement agency without the permission of the court;
- 13) as directed by the probation officer, the defendant shall notify third parties of risks that may be occasioned by the defendant's criminal record or personal history or characteristics and shall permit the probation officer to make such notifications and to confirm the defendant's compliance with such notification requirement; and
- 14) the defendant shall not possess a firearm, destructive device, or any other dangerous weapon.

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SPECIAL CONDITIONS OF SUPERVISION

1. The defendant shall provide the probation officer with access to any requested financial information.

DEFENDANT'S ACKNOWLEDGMENT OF APPLICABLE CONDITIONS OF SUPERVISION

Upon a finding of a violation of probation or supervised release, I understand that the court may (1) revoke supervision, (2) extend the term of supervision, and/or (3) modify the conditions of supervision.

The conditions of supervision have been read to me. I fully understand the conditions and have been provided a copy of them.

Defendant

Date

U.S. Probation Officer/Designated Witness

Date

DEFENDANT: ARVINDER SINGH
CASE NUMBER: DNYN101CR000371-001**CRIMINAL MONETARY PENALTIES**

The defendant must pay the total criminal monetary penalties under the schedule of payments on Sheet 6.

	<u>Assessment</u>	<u>Fine</u>	<u>Restitution</u>
TOTALS	\$ 4200.00	\$ 0	\$ 227,127.82

The determination of restitution is deferred until _____. An *Amended Judgment in a Criminal Case* (AO 245C) will be entered after such determination.

The defendant must make restitution (including community restitution) to the following payees in the amount listed below.

If the defendant makes a partial payment, each payee shall receive an approximately proportioned payment, unless specified otherwise in the priority order or percentage payment column below. However, pursuant to 18 U.S.C. § 3664(i), all nonfederal victims must be paid before the United States is paid.

<u>Name of Payee</u>	<u>Total Loss*</u>	<u>Restitution Ordered</u>	<u>Priority or Percentage</u>
Parties Named in Victim's List	227,127.82	227,127.82	

TOTALS \$ 227,127.82 \$ 227,127.82

Restitution amount ordered pursuant to plea agreement \$ _____

The defendant must pay interest on restitution and a fine of more than \$2,500, unless the restitution or fine is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. § 3612(f). All of the payment options on Sheet 6 may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. § 3612(g).

The court determined that the defendant does not have the ability to pay interest and it is ordered that:

the interest requirement is waived for the fine restitution.

the interest requirement for the fine restitution is modified as follows:

* Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994, but before April 23, 1996.

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SCHEDULE OF PAYMENTS

Having assessed the defendant's ability to pay, payment of the total criminal monetary penalties are due as follows:

A In full immediately; or

B Lump sum payment of \$ 50,000.00 due immediately, balance due
 not later than _____, or
 in accordance with D, E, F, or G below; or

C Payment to begin immediately (may be combined with D, E, or G below); or

D Payment in equal _____ (e.g., weekly, monthly, quarterly) installments of \$ _____ over a period of _____ (e.g., months or years), to commence _____ (e.g., 30 or 60 days) after the date of this judgment; or

E Payment in equal _____ (e.g., weekly, monthly, quarterly) installments of \$ _____ over a period of _____ (e.g., months or years), to commence _____ (e.g., 30 or 60 days) after release from imprisonment to a term of supervision; or

F Payment during the term of supervised release will commence within _____ (e.g., 30 or 60 days) after release from imprisonment. The court will set the payment plan based on an assessment of the defendant's ability to pay at that time; or

G Special instructions regarding the payment of criminal monetary penalties:

Any remaining restitution shall be paid at the minimal rate of 25% of the defendant's gross income while incarcerated and at a minimal rate of \$500 per month or 10% of the defendant's gross income, whichever is greater, following the defendant's release from imprisonment.

Unless the court has expressly ordered otherwise, if this judgment imposes imprisonment, payment of criminal monetary penalties is due during imprisonment. All criminal monetary penalties, except those payments made through the Federal Bureau of Prisons' Inmate Financial Responsibility Program, are made to **Lawrence K. Baerman, Clerk, U.S. District Court, Federal Bldg., P.O. Box 7367, 100 S. Clinton Street, Syracuse, N.Y. 13261-7367**, unless otherwise directed by the court, the probation officer, or the United States attorney. If a victim cannot be located, the restitution paid to the Clerk of the Court for that victim shall be sent to the Treasury, to be retrieved if and when the victim is located.

The defendant shall receive credit for all payments previously made toward any criminal monetary penalties imposed.

X Joint and Several

Defendant and Co-Defendant Names and Case Numbers (including defendant number), Total Amount, Joint and Several Amount, and corresponding payee, if appropriate.
Rosanna Cerone - 01-CR-371 and Toni Coons - 01-CR-371.

The Court gives notice that this case involves other defendants who may be held jointly and severally liable for payment of all or part of the restitution ordered herein and may order such payment in the future.

The defendant shall pay the cost of prosecution.

The defendant shall pay the following court cost(s):

X The defendant shall forfeit the defendant's interest in the following property to the United States:

All right, title and interest in the property listed in the forfeiture order.

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) fine principal, (5) fine interest, (6) community restitution, (7) penalties, and (8) costs, including cost of prosecution and court costs.

DEFENDANT: Arvinder Singh
CASE NUMBER: 1:01-CR-00371-001

ADDITIONAL RESTITUTION PAYEES

<u>Name of Payee</u>	<u>* Total Amount of Loss</u>	<u>Amount of Restitution Ordered</u>	<u>Priority Order or Percentage of Payment</u>
Blue Shield NENY	\$7,219.20	\$7,219.20	
National Employees Inc.	\$487.95	\$487.95	
Price Chopper	\$44.45	\$44.45	
RMSCO	\$76.58	\$76.58	
Royal Insurance	\$86.48	\$86.48	
Ryder Systems	\$44.45	\$44.45	
Gallgaher Bassett	\$746.97	\$746.97	
Special Funds	\$2,917.00	\$2,917.00	
St. Paul Fire & Marine Ins.	\$209.16	\$209.16	
State Insurance Fund	\$38,325.25	\$38,325.25	
A.W. Lawrence	\$308.73	\$308.73	
The Travelers	\$969.11	\$969.11	
Ulster County Self Insurance	\$595.80	\$595.80	
Benetech Inc.	\$451.47	\$451.47	
USF & G	\$120.54	\$120.54	
Utica Mutual	\$44.45	\$44.45	
Utilities Mutual Insurance	\$123.01	\$123.01	
Warren County Self Insurance	\$44.45	\$44.45	
Wausau Insurance	\$876.52	\$876.52	
Wausau Insurance	\$256.10	\$256.10	
Zurich Insurance	\$105.79	\$105.79	
Blue Cross Blue Shield	\$322.59	\$322.59	
Group Health Inc.	\$339.74	\$339.74	
Capital District Physicians Healthcare	\$13,360.97	\$13,360.97	
United Healthcare	\$4,220.57	\$4,220.57	
HHS Administrators	\$399.91	\$399.91	
Nationwide Insurance	\$423.72	\$423.72	
General Accident	\$414.04	\$414.04	
New York Central Mutual	\$1,505.96	\$1,505.96	
State Farm Insurance	\$1,246.37	\$1,246.37	
State Farm Insurance	\$287.09	\$287.09	
Upstate Medicare Division B	\$51,556.27	\$51,556.27	
Wellcare Claims Processing	\$2,080.68	\$2,080.68	
Mohawk Valley Physicians	\$631.95	\$631.95	
Champus	\$339.77	\$339.77	
Preferred Assurance	\$132.24	\$132.24	
Capital District Physicians Health Plan	\$21,591.89	\$21,591.89	
CIGNA	\$253.94	\$253.94	
Preferred Choice	\$1,148.59	\$1,148.59	
Travelers	\$30.07	\$30.07	
Utica National	\$105.79	\$105.79	
City of Schenectady	\$474.43	\$474.43	

* Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994 but before April 23, 1996.

DEFENDANT: Arvinder Singh
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ADDITIONAL RESTITUTION PAYEES

<u>Name of Payee</u>	<u>* Total Amount of Loss</u>	<u>Amount of Restitution Ordered</u>	<u>Priority Order or Percentage of Payment</u>
AMICA Mutual	\$42.03	\$42.03	
21 st Century Health	\$36.53	\$36.53	
Hanover	\$61.34	\$61.34	
Liberty Mutual	\$44.45	\$44.45	
CONFED Administrative	\$30.07	\$30.07	
Schodack Area School	\$86.48	\$86.48	
Crawford and Company	\$122.98	\$122.98	
Metropolitan Insurance	\$44.45	\$44.45	
ITT Hartford	\$507.50	\$507.50	
Fireman's Fund	\$907.20	\$907.20	
Travelers Medicare	\$84.06	\$84.06	
Merchants Mutual	\$68.12	\$68.12	
Sedgwick James of New York	\$2,105.26	\$2,105.26	
Blue Cross Blue Shield	\$169.73	\$169.73	
Electronic Insurance	\$194.69	\$194.69	
Progressive Companies	\$1,598.64	\$1,598.64	
Roman Catholic Diocese	\$42.03	\$42.03	
Second Injury Fund	\$42.03	\$42.03	
General Accident	\$738.33	\$738.33	
CNA	\$2,293.50	\$2,293.50	
State Insurance Fund	\$78.51	\$78.51	
Kemper Insurance	\$78.56	\$78.56	
RSFCO/ALEXIS	\$323.87	\$323.87	
Allstate Insurance	\$1,027.48	\$1,027.48	
Community Health Plan	\$1,334.08	\$1,334.08	
Travelers	\$380.77	\$380.77	
State Insurance Fund	\$773.72	\$773.72	
Aetna	\$44.45	\$44.45	
Watervliet Arsenal	\$42.03	\$42.03	
Allstate Insurance	\$103.37	\$103.37	
USF & G	\$130.12	\$130.12	
Blue Cross Blue Shield	\$292.24	\$292.24	
Worker's Compensation Board	\$248.39	\$248.39	
Nova Health Care	\$36.53	\$36.53	
Randles & Holbrook	\$42.03	\$42.03	
Empire Insurance Group	\$194.69	\$194.69	
Aetna	\$237.94	\$237.94	
United Healthcare	\$78.56	\$78.56	
Capital District Physicians Health Plan	\$135.40	\$135.40	
Travelers	\$261.86	\$261.86	
CIGNA	\$253.89	\$253.89	
CIGNA	\$475.86	\$475.86	
Travelers	\$405.13	\$405.13	

* Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994 but before April 23, 1996.

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<u>Name of Payee</u>	<u>* Total Amount of Loss</u>	<u>Amount of Restitution Ordered</u>	<u>Priority Order or Percentage of Payment</u>
Carpenters Local #370	\$439.95	\$439.95	
Workers Compensation	\$177.80	\$177.80	
Sedgwick James	\$223.96	\$223.96	
Community Health Plan	\$198.84	\$198.84	
RMSCO	\$1,234.15	\$1,234.15	
Prudential	\$167.41	\$167.41	
State Farm Insurance	\$133.35	\$133.35	
Gallagher & Bassett	\$ 307.33	\$307.33	
Continental Insurance	\$133.35	\$133.35	
National Grange Mutual Insurance	\$311.15	\$311.15	
Community Health Plan	\$261.21	\$ 261.21	
Travelers	\$30.37	\$30.37	
Utica Mutual	\$435.77	\$435.77	
CNA	\$167.41	\$167.41	
United Healthcare	\$2,018.67	\$2,018.67	
Actna	\$122.68	\$122.68	
General American Life Insurance	\$479.09	\$479.09	
Uninsured Employers Fund	\$288.71	\$288.71	
John Hancock Property	\$42.03	\$42.03	
Blue Cross Blue Shield	\$361.77	\$361.77	
Blue Cross Blue Shield of NENY	\$1,884.66	\$1,884.66	
Crawford and Company	\$150.61	\$150.61	
CNA	\$177.80	\$177.80	
ITT Hartford Insurance	\$1,536.62	\$1,536.62	
Roman Catholic Diocese	\$211.93	\$211.93	
Risk Enterprises Management	\$61.34	\$61.34	
United Healthcare	\$1,277.16	\$1,277.16	
Craig Lindsay Associates	\$763.48	\$763.48	
Crawford and Company	\$621.70	\$621.70	
CIGNA	\$109.59	\$109.59	
CIGNA	\$106.16	\$106.16	
Crawford and Company	\$693.50	\$693.50	
K Mart	\$42.03	\$42.03	
Kemper Insurance	\$287.09	\$287.09	
AIG Claims Service	\$122.68	\$122.68	
Commercial Union Insurance	\$34.06	\$34.06	
Lovell Safety Management	\$546.17	\$546.17	
American Mutual	\$780.82	\$780.82	
Wausau Insurance	\$78.56	\$78.56	
CNA	\$76.09	\$76.09	
Blue Cross Blue Shield of Michigan	\$42.03	\$42.03	

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<u>Name of Payee</u>	<u>* Total Amount of Loss</u>	<u>Amount of Restitution Ordered</u>	<u>Priority Order or Percentage of Payment</u>
Travelers	\$44.45	\$44.45	
Gallager Bassett	\$2,386.94	\$2,386.94	
Group Health Incorporated	\$30.07	\$30.07	
Railroad Medicare	\$1,173.55	\$1,173.55	
United Healthcare	\$42.03	\$42.03	
First Health	\$698.66	\$698.66	
Crum and Forster	\$44.45	\$44.45	
CIGNA	\$525.48	\$525.48	
Medicare Blue Shield	\$72.10	\$72.10	
Kemper Insurance	\$407.93	\$407.93	
Saratoga County	\$30.07	\$30.07	
First Health	\$218.22	\$218.22	
NYS Empire Plan	\$1,393.61	\$1,393.61	
Blue Circle Health	\$138.70	\$138.70	
Travelers	\$147.82	\$147.82	
Eagle Insurances	\$60.14	\$60.14	
CP Rail System	\$217.41	\$217.41	
Blue Cross Blue Shield	\$42.03	\$42.03	
Crawford & Company	\$1,126.80	\$1,126.80	
United Healthcare	\$36.53	\$36.53	
N.Y. Council of Carpenters	\$78.56	\$78.56	
Metrahealth Insurance	\$907.20	\$907.20	
Actna	\$61.34	\$61.34	
Electric Mutual	\$486.48	\$486.48	
Westchester County	\$42.03	\$42.03	
Upstate N.Y. Bakery Drivers	\$181.69	\$181.69	
USAA Northcast Claims	\$133.35	\$133.35	
GEICO	\$44.45	\$44.45	
Integon	\$44.45	\$44.45	
Excelsior Peerless Insurance	\$42.03	\$42.03	
Zurich American Insurance	\$42.03	\$42.03	
Second Injury Fund	\$78.56	\$78.56	
James Brua	\$533.64	\$533.64	
Exchange Insurance	\$105.79	\$105.79	
Blue Cross Vermont	\$42.03	\$42.03	
Seymour Fox	\$122.96	\$122.96	
Mohawk Valley Physicians	\$1,975.09	\$1,975.09	
CHP	\$36.53	\$36.53	
Crawford & Company	\$76.09	\$76.09	
Fireman's Fund	\$618.36	\$618.36	
Blue Cross Blue Shield	\$78.56	\$78.56	

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<u>Name of Payee</u>	<u>* Total Amount of Loss</u>	<u>Amount of Restitution Ordered</u>	<u>Priority Order or Percentage of Payment</u>
American International	\$622.64	\$622.64	
Community Health Plan	\$36.53	\$36.53	
Metro-Insurance Company	\$42.03	\$42.03	
American Automobile	\$177.80	\$177.80	
K Mart	\$42.03	\$42.03	
Nationwide Insurance	\$164.99	\$164.99	
GAB Business Services	\$1,087.15	\$1,087.15	
Commercial Union Insurance	\$72.08	\$72.08	
Pioneer Mutual Insurance	\$273.92	\$273.92	
Upstate Administrative Services	\$36.53	\$36.53	
Gallagher Bassett of New York	\$601.24	\$601.24	
MVP Health Plan	\$1,060.70	\$1,060.70	
Aetna	\$480.84	\$480.84	
State Compensation Insurance	\$167.41	\$167.41	
Private Health Care System	\$516.24	\$516.24	
United Health Care	\$154.04	\$154.04	
Merchants Mutual Insurance	\$90.00	\$90.00	
Association Plan Administration	\$42.03	\$42.03	
Electric Insurance	\$203.94	\$203.94	
Blue Cross Blue Shield	\$356.92	\$356.92	
United Healthcare	\$565.38	\$565.38	
Labor and Industry	\$501.67	\$501.67	
The Hartford Insurance Group	\$78.51	\$78.51	
Craig, Lindsey Associates	\$44.45	\$44.45	
Workman's Compensation	\$44.45	\$44.45	
Empire Blue Cross Blue Shield (Program 7)	\$80.00	\$80.00	
Gallagher & Bassett	\$88.90	\$88.90	
Liberty Mutual Group	\$44.45	\$44.45	
GE Medical Benefits	\$133.20	\$133.20	
Golub Corporation	\$2,006.86	\$2,006.86	
MVP	\$66.60	\$66.60	
Signal Mutual Indemnity	\$105.79	\$105.79	
GOW Management	\$1,062.50	\$1,062.50	
Pacific Gas & Electric	\$303.23	\$303.23	
GE Disability Benefit	\$245.64	\$245.64	
Metropolitan Property and Casualty	\$142.64	\$142.64	
Blue Cross Blue Shield	\$30.07	\$30.07	
Liberty Mutual	\$105.79	\$105.79	
State Mutual	\$44.45	\$44.45	
UFCW Health Care	\$36.53	\$36.53	
Reliastar Life Insurance	\$120.54	\$120.54	

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<u>Name of Payee</u>	<u>* Total Amount of Loss</u>	<u>Amount of Restitution Ordered</u>	<u>Priority Order or Percentage of Payment</u>
Callanan Industries	\$80.98	\$80.98	
Aetna	\$674.02	\$674.02	
State Farm Insurance	\$194.69	\$194.69	
National Service Conductor	\$215.75	\$215.75	
Liberty Mutual Group	\$133.35	\$133.35	
CNA	\$44.45	\$44.45	
Hannaford Brothers	\$88.90	\$88.90	
EDSA	\$73.06	\$73.06	
Prudential Healthcare	\$44.45	\$44.45	
Anthem Health	\$139.66	\$139.66	
Blue Shield of New York	\$36.53	\$36.53	
State Industrial Insurance Systems	\$78.51	\$78.51	
Hartford Insurance	\$34.06	\$34.06	
NYS Division of Military and Naval Affairs	\$66.60	\$66.60	
Intra Corp Amtrak	\$347.68	\$347.68	
United Healthcare Insurance	\$36.53	\$36.53	
Prudential Insurance	\$73.06	\$73.06	
United Healthcare	\$115.09	\$115.09	
Allstate Insurance	\$266.70	\$266.70	
CNA	\$44.45	\$44.45	
First Health	\$109.59	\$109.59	
Home Insurance	\$34.06	\$34.06	
Euro-Style	\$109.59	\$109.59	
United Healthcare	\$36.53	\$36.53	
Kemper Insurance	\$44.45	\$44.45	
ITT Hartford	\$2,988.19	\$2,988.19	
Mohawk Valley Physicians	\$182.65	\$182.65	
ITT Specialty Risk Services	\$88.90	\$88.90	
Partners Health Plan	\$36.53	\$36.53	
CIGNA Healthcare	\$176.19	\$176.19	
ITT Hartford	\$84.06	\$84.06	
Prudential	\$36.53	\$36.53	
Sedgwick James	\$310.39	\$310.39	
Blue Cross Blue Shield	\$36.53	\$36.53	
Sedgwick James	\$44.45	\$44.45	
Blue Shield Health Now Flex	\$73.06	\$73.06	
Kemper	\$1,066.23	\$1,066.23	
South Colonic School District	\$44.45	\$44.45	
Universal Underwriters	\$44.45	\$44.45	
Partner's Administrative	\$61.34	\$61.34	
AH & L	\$109.59	\$109.59	

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<u>Name of Payee</u>	<u>* Total</u>	<u>Amount of Restitution Ordered</u>	<u>Priority Order or Percentage of Payment</u>
	<u>Amount of Loss</u>		
Unknown	\$34.06	\$34.06	
Unknown	\$44.55	44.55	
Liberty Mutual	\$1,963.86	\$1,963.86	
Liberty Mutual	\$1,541.20	\$1,541.20	
Maryland Casualty	\$130.93	\$130.93	
TOTAL	\$227,127.82		